

BILL NO. S-75-03- 04

SPECIAL ORDINANCE NO. S- 39-75

AN ORDINANCE approving a joint venture contract for
resurfacing program

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract dated March 3, 1975, between the City of
Fort Wayne, by and through its Mayor and the Board of Public Works and HIPSKIND
ASPHALT, DAILEY ASPHALT PRODUCTS and WAYNE ASPHALT, for resurfacing
the following:

Hessen Cassel Road from the North Property Line of McKinnie Avenue
to the North Property Line of Paulding Road

McKinnie Avenue from the East Property Line of Hessen Cassel Road
to the West Property Line of Wayne Trace

Nuttman Avenue from the West Right-of-Way Line of Norfolk & Western
Railroad (Wabash Division) to the West Property Line of Freeman
Street

Ardmore Avenue from the South Property Line of Taylor Street to
the North Property Line of Covington Road

Kelly Street from the North Property Line of Spring Street to the
South Property Line of Huffman Street

Wayne Trace from the North Property Line of McKinnie Avenue to a
point 350 feet southeast of the South Property Line of Philley Avenue

Old Mill Road from the Southeast Property Line of Hartman Road to
the North Property Line of Pettit Avenue

Covington Road from the West Property Line of Brooklyn Avenue to
the East Property Line of Freeman Street

Washington Center Road from the West Property Line of Sharon Drive
to the East Right-of-Way Line of Penn Central Railroad

Crescent Avenue from the South Property Line of Forest Avenue to
the South Property Line of Vance Avenue

Clay Street from a point 60 feet south of the South Property Line of Main
Street to the North Curb Line of Jefferson Street

for a total cost of \$753,368.55, all as more particularly set forth in said Contract,
which is on file in the Office of the Board of Public Works, and is by reference in-
corporated herein and made a part hereof, is hereby in all things ratified, confirmed
and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY,

Shirley B. Clark
CITY ATTORNEY

Virvan L. Schmidt
Councilman

Read the first time in full and on motion by V. Schmidt, seconded by Nuckols, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date:

3/11/75

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage.
Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE:

3-25-75

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. S-39-75 on the 25th day of March, 1975.

ATTEST:

(SEAL)

Charles W. Westernman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of March, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 26th day of March, 1975, at the hour of 3:00 o'clock P. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-03-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a joint venture contract for resurfacing program

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

Vivian G. Schmidt

William T. Hinga

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

MADE A MATTER OF RECORD

DATE 3-25-78 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

September 10, 1974

The Common Council
Fort Wayne, Indiana

SUBJECT: Street Improvement Resolution No. 5669-1974

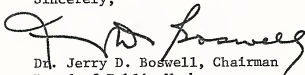
Gentlemen and Mrs. Schmidt:

Bids have been received for resurfacing of eleven streets under the above resolution. A low bid was submitted by Dailey Asphalt, Hipskind Asphalt and Wayne Asphalt under a joint venture bid. Contract has been awarded in the amount of \$753,368.55.

Due to the short time available for resurfacing work and limitations of available funds, it is our intent to authorize completion of approximately 50% of the contract amount this fall. The balance of the work will be carried over until next spring and its execution will be dependent upon the successful issuance of the pending general obligation bond issue. The contractors have indicated agreement to this plan with the understanding an escalation clause will be included for those contracts deferred until next spring, tied to any increase in cost of asphalt cement. An escalation clause of this type will be incorporated into the contract by our legal staff.

The Board, therefore, is requesting prior approval of the contract. Since the contract has not been processed at this time, we are attaching a copy of the bid tabulation and the resolution listing the streets to be resurfaced. The contract will be submitted for formal approval at a later date.

Sincerely,

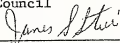

Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/sjw

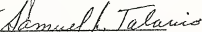
Attachments (2)

APPROVED: Members of the Common Council

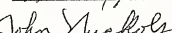












RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing the following streets:

1. Hessen Cassel Road from the North Property Line of McKinnie Avenue to the North Property Line of Paulding Road.
2. McKinnie Avenue from the East Property Line of Hessen Cassel Road to the West Property Line of Wayne Trace.
3. Nuttman Avenue from the West Right-of-Way Line of Norfolk & Western Railroad (Wabash Division) to the West Property Line of Freeman Street.
4. Ardmore Avenue from the South Property Line of Taylor Street to the North Property Line of Covington Road.
5. Kelly Street from the North Property Line of Spring Street to the South Property Line of Huffman Street.
6. Wayne Trace from the North Property Line of McKinnie Avenue to a point 350 feet southeast of the South Property Line of Philley Avenue.
7. Old Mill Road from the Southeast Property Line of Hartman Road to the North Property Line of Pettit Avenue.
8. Covington Road from the West Property Line of Brooklyn Avenue to the East Property Line of Freeman Street.
9. Washington Center Road from the West Property Line of Sharon Drive to the East Right-of-Way Line of Penn Central Railroad.
10. Crescent Avenue from the South Property Line of Forest Avenue to the South Property Line of Vance Avenue.
11. Clay Street from a point 60 feet south of the South Property Line of Main Street to the North Curb Line of Jefferson Street.

with Hot Asphalt Binder - City Mix A-2 - State Mix (Type "B").

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from appropriate funds.

ADOPTED, this _____ day of _____, 1974.

BOARD OF PUBLIC WORKS

5.0. 354

CITY PAID 62-3-12
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification

3/3/75

CONTRACT

This Agreement, made and entered into this 3rd day of March, 1975

Joint Venture

between HIPSKIND ASPHALT CORPORATION, DAILEY ASPHALT PRODUCTS CO., INC.,

WAYNE ASPHALT & CONSTRUCTION CO., INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove 1974 Resurfacing Program (See attached resolution for description of

eleven streets to be resurfaced)

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5669-1974 and at the following price per lineal foot

at the following prices:

Asphalt Pavement Removal	Two dollars and fifty cents, per Sq.Yd.	2.50
Excavation (For Replacement and Widening)	Five dollars and no cents, per cubic yard	5.00
Hot Asphalt Binder #4	Seventeen dollars and seventy cents, per ton	17.70
Hot Asphalt Binder #9	Seventeen dollars and ninety cents, per ton	17.90
Hot Asphalt State "B" Mix	Eighteen dollars and fifty cents, per ton	18.50
Hot Asphalt A-2 City Mix	Eighteen dollars and seventy five cents, per ton	18.75
#73 Crushed Stone	Six dollars and no cents, per ton	6.00
Sandstone Curb Removal	Two dollars and fifty cents, per lineal foot	2.50
Combination Curb and Gutter Removal	Two dollars and fifty cents, per lineal foot	2.50
12" Corrugated Metal Pipe	Fifteen dollars and no cents, per lineal foot	15.00
12" R.C.P. Class IV	Sixteen dollars and no cents, per lineal foot	16.00
12" Clay Field Tile	Ten dollars and no cents, per lineal foot	10.00
Straight Integral 6" Comb. Curb and Gutter	Five dollars and no cents, per lineal foot	5.00
Straight Integral 6"x18" Curb	Six dollars and no cents, per lineal foot	6.00
Blading and Pulling Material	Sixty cents, per lineal foot	0.60

entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

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#73 Crushed Stone	Six dollars and no cents, per ton	6.00
Sandstone Curb Removal	Two dollars and fifty cents, per lineal foot	2.50
Combination Curb and Gutter Removal	Two dollars and fifty cents, per lineal foot	2.50
12" Corrugated Metal Pipe	Fifteen dollars and no cents, per lineal foot	15.00
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12" Clay Field Tile	Ten dollars and no cents, per lineal foot	10.00
Straight Integral 6" Comb. Curb and Gutter	Five dollars and no cents, per lineal foot	5.00
Straight Integral 6"x18" Curb	Six dollars and no cents, per lineal foot	6.00
Blading and Pulling Material Together	Sixty cents, per lineal foot	0.60
Cleaning and Ditching	One dollar and no cents, per lineal foot	1.00
Liquid Asphalt Tack Coat	Seventy cents, per gallon	0.70
Manhole-Adjust and Set to Grade	One hundred fifty dollars and no cents, per each	150.00
Catch Basins - Adjust and set to grade	One hundred seventy five dollars and no cents, each	175.00
New Standard Inlet	Four hundred fifty dollars and no cents, each	450.00
New Standard 48" Manhole	Seven hundred fifty dollars and no cents, each	750.00
Water Valves Adjusted and Set to Grade	Sixty dollars and no cents, each	60.00
Topsoil Dirt Backfill	Ten dollars and no cents, per ton	10.00
Mulch Seeding and Fertilizer	Sixty cents, per square yard	0.60
Liquid Waste Oil	Fifty cents, per gallon	0.50
Headwalls to be removed (See in Field)(Covington Road)	Two hundred fifty dollars and no cents, each	250.00

(Continued)

New 2 Ft. Curbface Walk	One dollar and seventy five cents, per square foot	1.75
24" R.C.P. Class IV Pipe	Eighteen dollars and no cents, per lineal foot	18.00
60" Manhole w/casting	Eight hundred dollars and no cents, each	800.00
27" R.C.P. Class IV	Twenty dollars and no cents, per lineal foot	20.00
30" R.C.P. Class III	Twenty six dollars and no cents, per lineal foot	26.00
Special Structure w/casting	One thousand dollars and no cents, each	1,000.00
Abandon Box Culvert	Two thousand dollars and no cents, each	2,000.00
Concrete Pavement Removal	Five dollars and no cents, per square yard	5.00
New Castings to be furnished	One hundred fifty dollars and no cents, each	150.00
Joint Cleaning and Bituminous Filler	One dollar and no cents, per lineal foot	1.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. _____ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before July 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

HIPSIND ASPHALT CORPORATION

BY: David L. Hipsind

ITS: Treasurer

Contractor, Party of the First Part.

DAILEY ASPHALT PRODUCTS CO.

BY: [Signature]

ITS: [Signature]

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: CK Stewart

ITS: C. R. STEWART, PRES.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Clay G. Gable

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we HIPSKIND ASPHALT CORPORATION, DAILEY
ASPHALT PRODUCTS CO., INC. & WAYNE ASPHALT & CONSTRUCTION CO., INC. Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND,
TRINITY UNIVERSAL INSURANCE CO, DALLAS, TEXAS &
ST. PAUL FIRE AND MARINE INSURANCE CO., ST. PAUL, MINNESOTA as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVEN HUNDRED FIFTY
THREE THOUSAND, THREE HUNDRED SIXTY EIGHT DOLLARS AND FIFTY FIVE CENTS - - - -

----- (\$753,368.55)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said HIPSKIND ASPHALT CORPORATION,
DAILEY ASPHALT PRODUCTS CO., INC. & WAYNE ASPHALT & CONSTRUCTION CO., INC.

did on the _____ day of _____
_____, enter into a contract with the City of Fort Wayne to construct a
Resurfacing Eleven Streets Pavement
on _____ Street from _____
See attached resolution

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said HIPSKIND ASPHALT CORPORATION, DAILEY
ASPHALT PRODUCTS CO., INC. &
WAYNE ASPHALT & CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipkind (SEAL)
TRINITY UNIVERSAL INSURANCE COMPANY

BY: James J. Theisen (SEAL)
Attorney-in-Fact

Approved this 3rd day of March, 1975

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: James J. Theisen (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

BY: James J. Theisen (SEAL)

Attorney-in-fact
WAYNE ASPHALT & CONSTRUCTION CO. (SEAL)

YASIE, ZENT & RYE, INC.

Authorized Agents

BY: CK Howard (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Robert C. Howard (SEAL)

Attorney-in-fact

BY: Arthur C. Fink

LIABILITY BOND

Know All Men by These Presents, That we HIPSKIND ASPHALT CORPORATION, DAILEY

ASPHALT PRODUCTS CO., INC. & WAYNE ASPHALT & CONSTRUCTION CO., INC.

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND,
TRINITY UNIVERSAL INSURANCE CO., DALLAS, TEXAS
ST. PAUL FIRE AND MARINE INSURANCE CO., ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVEN HUNDRED
FIFTY THREE THOUSAND, THREE HUNDRED SIXTY EIGHT DOLLARS AND FIFTY FIVE CENTS
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

(\$753,368.55)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain
in full force and virtue in law and in the event the said City shall extend the time for the completion
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipkind (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

Teresa J. W. Davis (SEAL)
Attorney-in-Fact

(SEAL)

Approved this 3rd day of March, 1975

DAILEY ASPHALT PRODUCTS CO. (SEAL)

BY: James R. Dailey (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

BY: Robert J. Robertson (SEAL)

Attorney-in-fact

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: C. K. Bonds (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Harold L. Whitman (SEAL)

Attorney-in-fact

Board of Public Works.

YASTE, ZENT & RYE, INC.

Authorized Agents

By Arthur C. Zwick

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~transacted~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By, Karl H. Doerre, Vice-President.

(SEAL) (Signed) J. E. Dallam, Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 24th day of April, A. D. 1970, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970.

(SEAL) (Signed) Herbert J. Aull, Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse, Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

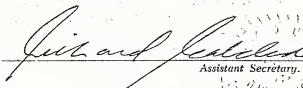
C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse


of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)


Assistant Secretary.



CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

**ST. PAUL
FIRE and MARINE
Insurance Company**
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, individually, Fort Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article III, -Section 5(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 3rd day of August, 1966, of which the following is a true transcript of said Section 5(C).

"The President or any Vice President, Assistant Vice President, Resident Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th

day of April

A. D. 19 70

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey

} ss.

W. H. H. H.
Vice President.

On this 13th day of April 1970, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. Jaeger

C. L. JAEGER
Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of

14

Lorray W. Crane
Secretary.

*Unlimited as to character and amount.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney, constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as its undersigned, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney.

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1952, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby, nominate, constitute and appoint:

TERENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 19 71.

Attest:

TRINITY UNIVERSAL INSURANCE COMPANY

R. C. Tompleton
R. C. Tompleton, Secretary

Frank M. Wilbur
Frank M. Wilbur,
Vice-President

(SEAL)

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71.

(SEAL)

My commission expires June 1, 1975

G. B. Carson, Jr. Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have herunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19 _____.

(Seal)

R. C. Tompleton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

STREET IMPROVEMENT RESOLUTION NO. 5669 -1974

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing the following streets:

1. Hessen Cassel Road from the North Property Line of McKinnie Avenue to the North Property Line of Paulding Road.
2. McKinnie Avenue from the East Property Line of Hessen Cassel Road to the West Property Line of Wayne Trace.
3. Nuttman Avenue from the West Right-of-Way Line of Norfolk & Western Railroad (Wabash Division) to the West Property Line of Freeman Street.
4. Ardmore Avenue from the South Property Line of Taylor Street to the North Property Line of Covington Road.
5. Kelly Street from the North Property Line of Spring Street to the South Property Line of Huffman Street.
6. Wayne Trace from the North Property Line of McKinnie Avenue to a point 350 feet southeast of the South Property Line of Philley Avenue.
7. Old Mill Road from the Southeast Property Line of Hartman Road to the North Property Line of Pettit Avenue.
8. Covington Road from the West Property Line of Brooklyn Avenue to the East Property Line of Freeman Street.
9. Washington Center Road from the West Property Line of Sharon Drive to the East Right-of-Way Line of Penn Central Railroad.
10. Crescent Avenue from the South Property Line of Forest Avenue to the South Property Line of Vance Avenue.
11. Clay Street from a point 60 feet south of the South Property Line of Main Street to the North Curb Line of Jefferson Street.

with Hot Asphalt Binder - City Mix A-2 - State Mix (Type "B").

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from appropriate funds.

ADOPTED, this _____ day of _____, 1974.

BOARD OF PUBLIC WORKS

ATTEST: _____

IN RE: _____

WAGE SCALE

 CODE: S-SKILLED
 SS-SPMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE LET BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER, 1974, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	21f
	S	8.58	40	40		5	21f
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	8.90	30	1%+30		4	
ELEVATOR CONSTRUCTOR	S	8.19	39	26	6½%	2	
GLAZIER	S	8.24	12		25	4	35chold
IRON WORKER	S	9.70	55	65		1	21f
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS	5.95-6.25	35	30		7	
	US-SS	5.60-5.75	35	30		7	
	S-SS	5.75-6.83	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS	6.95-9.35	30	30		5	
	US-SS	6.61-8.30	30	30		5	
	S-SS-US	6.32-8.52	30	30		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	8.09	40				
PLUMBER & STEAMFITTER	S	9.30	25	35		7	
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91f
TEAMSTER (BUILDING) (HIGHWAY)	S-SS	6.68-7.63	16pw	17pw			
	US	6.56-7.16	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 10th DAY OF Oct, 19 74

Wayne T. Kaplan
 REPRESENTING GOVERNOR, STATE OF INDIANA.
Edward C. Kimmel, Jr.
 REPRESENTING THE AWARING AGENCY

Frank M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-95-03-04 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract covers the 1974 resurfacing program which cannot
be completed until 1975. Some streets were done in 1974.

PRIOR APPROVAL LETTER ATTACHED

EFFECT OF PASSAGE Resurfacing of streets - see attached list

EFFECT OF NON-PASSAGE Failure to maintain deteriorating streets.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$753,368.55

ASSIGNED TO COMMITTEE

Finance